

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

MARC SOLOMON AND
DORENNE SOLOMON

v.

HARTFORD LLOYDS INSURANCE
COMPANY AND MATTHEW
TANNEBAUM
Defendant

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CIVIL ACTION NO.: 4:16-CV-2682

**DECLARATION INVOKING OFFER OF SETTLEMENT PROCEDURE
BY HARTFORD LLOYDS INSURANCE COMPANY AND MATTHEW TANNEBAUM**

Defendants Hartford Lloyds Insurance Company (“Hartford”) and Matthew Tannebaum (“Tannebaum”) file this Declaration Invoking Offer of Settlement Procedure pursuant to Chapter 42 of the Texas Civil Practice and Remedies Code, and respectfully shows the following:

**I.
INTRODUCTION**

1. Plaintiffs Marc and Dorenne Solomon (“Plaintiff”) filed this claim for monetary damages against Hartford and Tannebaum on August 26, 2016.¹ This lawsuit stems from an insurance related claim made for damage to Plaintiffs’ property at 13007 Campos Drive, Houston, Texas 77065, which is alleged to have been caused by a wind and hail storm on April 17, 2016. Plaintiffs have asserted claims for breach of contract and extra-contractual causes of action, including but not limited to alleged violations of the Texas Insurance Code, the Texas Deceptive Trade Practices Act, and breach of duties sounding in tort. This suit is not a class action; shareholder’s derivative action; an action by or against a governmental unit; an action

¹ Plaintiffs’ First Amended Petition was filed on August 26, 2016, naming Tannebaum as a defendant for the first time. The Original Petition, naming Hartford and another individual defendant who has since been nonsuited on August 1, 2016. “The settlement procedures provided in this chapter apply only to claims for monetary relief.” *See* TEX. CIVIL. PRAC. & REM. CODE § 42.002(a)).

brought under the Texas Family Code; an action to collect workers' compensation benefits under Subtitle A, Title 5, Labor Code; or an action filed in a justice of the peace court or a small claims court.²

2. Hartford and Tannebaum file this declaration invoking the procedures for making an offer of settlement in exchange for a full release of Plaintiffs' claims against Hartford and Tannebaum, and any of their agents, servants, contractors, or employees for whom they may be held legally responsible in connection with the above-captioned case.

WHEREFORE, PREMISES CONSIDERED, Hartford and Tannebaum respectfully pray that this Court acknowledge this Declaration Invoking Offer of Settlement Procedure and, should the offer not be accepted on a timely basis, award Hartford and Tannebaum court costs, reasonable fees for testifying experts, reasonable attorneys' fees, and all such other relief to which Hartford and Tannebaum may be justly entitled.

Respectfully submitted,

/s/ Martin R. Sadler

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² TEX. CIVIL. PRAC. & REM. CODE § 42.002(b)

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CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above pleading has been forwarded by Electronic service on this the 24th day of February, 2017 to:

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/s/ Martin R. Sadler

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